

BID FORM

MISSOURI DEPARTMENT OF TRANSPORTATION

GENERAL SERVICES

830 MoDOT DRIVE – P.O. BOX 270

JEFFERSON CITY, MO 65101

REQUEST NO.	2-070628
DATE	June 13, 2007
PAGE NO.	1
NO. OF PAGES	20

SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS WILL BE RECEIVED AT THIS OFFICE UNTIL

2:00 p.m., Local Time, June 28, 2007

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING THE FOLLOWING SUPPLIES OR SERVICES.

BIDS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF TRANSPORTATION

Submit net bid as cash discount stipulations will not be considered

Various Locations

DEFINITE DELIVERY DATE SHOULD BE SHOWN. SIGN AND RETURN BEFORE TIME SET FOR OPENING. **ALL BIDS SHOULD BE EXTENDED AND TOTALED.**

BUYER: Brenda Tyree
BUYER EMAIL:
 Brenda.Tyree@modot.mo.gov

BUYER TELEPHONE: 573- 751-7482

ITEM NO.	SUPPLIES OR SERVICES	MFG. NO. OR BRAND	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001	<p>To establish a contract to furnish "Dual Carbide Tipped Snow Plow Blades" with an effective date of Notice of Proceed and ending January 31, 2008, in accordance with the following pages.</p> <p>Components of Agreement: The Agreement between MHTC and the successful Bidder shall consist of: the RFB and any written amendments thereto, the "Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions" that are attached to this RFB, the bid submitted by the Bidder in response to the RFB and the post-award contract agreement signed between the parties. However, MHTC reserves the right to clarify any relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFB or the Bidder's bid. The Bidder is cautioned that its bid shall be subject to acceptance by MHTC without further clarification.</p> <p>Return sealed bid to the address shown at the top of this page.</p>					

(SEE ATTACHED FOR CONDITIONS AND INSTRUCTIONS)

In compliance with the above Request For Bid, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were bid within the timeframe specified herein, after receipt of formal purchase order.

Date: _____
Telephone No.: _____
Fax No.: _____
Federal I.D. No. _____
Email Address: _____

Firm Name: _____
Address: _____
By (Signature): _____
Type/Print Name _____

1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

- 1.1.1 This Request For Bid seeks bids from qualified organizations to provide Dual Carbide Snow Plow Blades to locations throughout the State of Missouri with an effective contract period of Notice to Proceed through January 31, 2008, to the Missouri Highways and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT), (hereinafter referred to as MoDOT). Each bid must be mailed in a sealed envelope to Ms. Brenda Tyree, General Services Procurement Unit, 830 MoDOT Drive, P.O. Box 270, Jefferson City, Mo 65109, or hand-delivered in a sealed envelope to the General Services Procurement Office in the Highway and Transportation Building at 830 MoDOT Drive, Jefferson City, Missouri. All questions regarding the RFB shall be submitted to Ms. Brenda Tyree. Bids must be returned to the office of Ms. Brenda Tyree no later than 2:00 p.m., CDT, June 28, 2007.

RFB Coordinator:

**Ms. Brenda Tyree, Procurement Agent
Missouri Department of Transportation
830 MoDOT Drive
P.O. Box 270
Jefferson City, MO 65102
PHONE: 573-751-7482
FAX: 573-526-1218**

MHTC reserves the right to reject any and all bids for any reason whatsoever.

1.2 General Information:

1.2.1 This document constitutes an invitation for competitive, sealed bids for the procurement of Dual Carbide Snow Plow Blades as set forth herein.

1.2.2 Organization - This document, referred to as a Request for Bid (RFB), is divided into the following parts:

- 1) Introduction and General Information
- 2) Scope of Work
- 3) Bid Submission
- 4) Pricing Page(s)
- 5) Attachments A – C
- 6) Terms and Conditions

1.2.3 ***Note to Respondent*** - A vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The compliance to conduct business in the state shall include but may not be limited to: Registration of business name, vendors **MUST** submit a bid that correctly and accurately identifies the company name that is registered to do business in the State of Missouri. All vendors who are required to execute a contractual agreement **MUST** submit a copy of their certificate with the signed copy of the contract agreement before the purchasing department can proceed with MoDOT legal contract approval.

2. SCOPE OF WORK

2.1 General Requirements:

- 2.1.1 The contractor shall provide Dual Carbide Snow Plow Blades on an as needed, if needed basis for the Missouri Highway and Transportation Commission (MHTC) and Missouri Department of Transportation (MoDOT), hereinafter referred to as "MoDOT", in accordance with the provisions and requirements stated herein.
- 2.1.2 The contractor shall provide all deliverables/services to the sole satisfaction of MoDOT.
- 2.1.3 MoDOT estimates, but does not guarantee, the quantity of Dual Carbide Snow Plow Blades that may be required as specified on the attachments herein.
- 2.1.5 The contractor shall furnish all parts, and/or supplies necessary for the Dual Carbide Snow Plow Blades to be completely ready to use.
- 2.1.6 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the deliverables required herein.

2.2 Specific Requirements:

- 2.2.1 The contractor shall provide MoDOT with Dual Carbide Snow Plow Blades, in accordance with the following:
 - a. Dual Carbide Tipped Snow Plow Blades - All materials, equipment, and/or services bid upon must comply with MoDOT Specification #MGS-01-02B (Attachment A), and any other provisions outlined in the solicitation documents.

2.3 Delivery Requirements:

- 2.3.1 The contractor shall deliver all Dual Carbide Snow Plow Blades F.O.B. destination. (See Attachment B and C).
- 2.3.2 The contractor shall provide the Dual Carbide Snow Plow Blades as specified herein.
- 2.3.3 The contractor shall not deliver Snow Plow Blades in a box truck.

2.4 Liquidated Damage Requirements:

- 2.4.1 The contractor shall agree and understand that providing the Dual Carbide Snow Plow Blades in accordance with the requirements stated herein is considered critical to the efficient operations of MoDOT. However, since the amount of actual damages would be difficult to establish in the event the contractor fails to comply with the contractual requirements, the contractor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances.
 - a. In the event the contractor fails to provide the specified Dual Carbide Snow Plow Blades in accordance with the contractual requirements specified herein, the contractor shall be assessed liquidated damages in the amount of \$500.00 per day for each such delinquent day.
 - b. The contractor shall further agree and understand that such liquidated damages shall either be deducted from the total amount due the contractor or paid by the contractor as a direct payment to the MoDOT, at the sole discretion of the MoDOT.

- c. The contractor shall understand that the liquidated damages described herein shall not be construed as a penalty.
- d. The contractor shall agree and understand that all assessments of liquidated damages shall be within the discretion of the State of Missouri and shall be in addition to, not in lieu of, the rights of the State of Missouri to pursue other appropriate remedies.

2.5 Invoicing and Payment Requirements:

- 2.5.1 The contractor shall submit an itemized invoice to the applicable requesting MoDOT address.
- 2.5.2 The contractor shall be paid in accordance with the firm, fixed prices stated on the pricing page of this document after completion of deliverables as specified herein, and acceptance by MoDOT.
- 2.5.3 Other than the payment specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever.

2.6 Other Contractual Requirements:

- 2.6.1 **Contract Period** - The contract shall commence from the notice to proceed until January 31, 2008.

3. BID SUBMISSION

3.1 Bid Submission Information:

3.1.1 All bids must be received in a sealed envelope clearly marked "Dual Carbide Snow Plow Blades".

3.1.2 All bids must be received at the following address no later than June 28, 2007 at 2:00 p.m., CDT.

The Missouri Department of Transportation
General Services – Procurement Division
Attn: Brenda Tyree
830 MoDOT Drive
Jefferson City, MO 65109

3.1.4 Bids will be reviewed to determine if the bid complies with the mandatory requirements, and to determine the lowest and best bid.

3.1.5 *Cost Determination* - The low bid shall be determined by adding all of the firm, fixed prices within each category of snow plow blades on the pricing pages to obtain a total price for each vendor.

3.1.6 *Contract Award* - The contract will be awarded to the lowest responsive bidder determined as specified above.

a. Award of this bid will be made on an "All-on-None" basis using the "lowest and best" principle of award.

3.1.7 *Open Competition / Request For Bid Document:*

a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise MoDOT if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from MoDOT, unless the RFB specifically refers the bidder to another contact. Such communication should be received at least three (3) working days prior to the official bid opening date.

b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the RFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the RFB, any questions received less than three (3) working days prior to the RFB opening date may not be answered.

c. Bidders are cautioned that the only official position of the State of Missouri is that which is issued by MoDOT in the RFB or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

d. MoDOT monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.

3.1.8 ***NOTE:*** The bidder must be in compliance with the laws regarding conducting business in the State of Missouri. Within ten (10) business days of notification, the bidder will need to provide a copy of his/her Missouri Secretary of State's "Certificate of Good Standing" prior to the issuance of any contract or initial purchase order by MoDOT.

4. PRICING PAGE

- 4.4 Dual Carbide Tipped Snow Plow Blades** - The bidder shall provide firm, fixed prices in the table below for providing the deliverables in accordance with the provisions and requirements of this RFB. All costs associated with providing the required deliverables shall be included in the prices stated below. (See Attachment B for quantities and delivery location. If a quantity is not specified, the quantity for that blade will be "0". If an address is not specified, blades shall be delivered to the address detailed on the notice to proceed or purchase order.)

Dual Carbide Tipped Snow Plow Blades		
Item #	Commodity Code & Description	<i>Firm, Fixed Price</i>
001	7600610145 – Dual Carbide – 3/4" thickness x 5" wide x 3' length	\$ _____ <i>per blade</i>
002	7600610149 - Dual Carbide – 3/4" thickness x 5" wide x 4' length	\$ _____ <i>per blade</i>
003	7600610161 - Dual Carbide – 3/4" thickness x 5" wide x 5' length	\$ _____ <i>per blade</i>

List manufacturer and point that material may be available for inspection.

ANTI-COLLUSION STATEMENT

STATE OF _____)
)
COUNTY OF _____) SS.

_____ being first
duly sworn, deposes and says that he is _____
Title of Person Signing
of _____

Name of Bidder

that all statements made and facts set out in the bid for the above project are true and correct; and that the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

By _____
By _____
By _____

Sworn to before me this _____ day of _____, 20____.

Notary Public

My Commission Expires _____

PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

The bidders attention is directed to Section 34.076 RSMo 2000 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids/Quotations received will be evaluated on the basis of this legislation.

All vendors submitting a bid/quotation must furnish ALL information requested below.

FOR CORPORATIONS:

State in which incorporated: _____

FOR OTHERS:

State of domicile: _____

FOR ALL VENDORS:

List address of Missouri offices or places of business:

THIS SECTION MUST BE COMPLETED AND SIGNED:

FIRM NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

BY (signature required): _____

Federal Tax I.D. #: _____ **if no Federal Tax I.D. # - list Social Security #:** _____

NOTE: For bid/quotation to be considered, the "Preference in Purchasing Products" form must be on file in the General Services (Procurement) Division and must be dated in the current calendar year.

MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT

The bidder's attention is directed to the Missouri Domestic Products Procurement Act, Sections 34.350 to 34.359, RsMO, which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured or produced in the United States.

Section 34.355, RsMO, requires the vendor or contractor to certify his compliance with Section 34.353 and, if applicable, Section 34.359, RsMO, at the time of bidding and prior to payment. Failure to comply with Section 34.353, RsMO, during the performance of the contract and to provide certification of compliance prior to payment will result in nonpayment for those goods or commodities.

Section 34.353.2, RsMO, specifies that it does not apply where the total contract is less than Twenty-Five Thousand Dollars (\$25,000.00). If your total bid is Twenty-Five Thousand Dollars (\$25,000.00) or more, you **must** complete this form as directed below.

Failure to complete and return this document with this bid will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis. Please read the certification appearing below on this form.

[] If all the goods or products specified in the attached bid which the bidder proposes to supply to the State shall be manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left.

[] If only one item of any particular goods or products specified in the attached bid is manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left and list the items (or item number) here:

[] If any or all of the goods or products specified in the attached bid which the bidder proposes to supply to the State are **not** manufactured or produced in the "United States" as defined in Section 34.350, RsMO, then: (a) check the box at left; (b) list below, by item (or item number), the country other than the United States where each good or product is manufactured or produced; and (c) check the boxes to the left of the paragraphs below if applicable and list the corresponding items (or item numbers) in the spaces provided.

Item (or item number)	Location Where Item Manufactured or Produced

(attach an additional sheet if necessary)

[] The following specified goods or products cannot be manufactured or produced in the United States in sufficient quantities or in time to meet the contract specifications. Items (or item numbers):

[] The following specified goods or products must be treated as manufactured or produced in the United States, in accordance with an existing treaty, law, agreement, or regulation of the United States, including a treaty between the United States and any foreign country regarding export-import restrictions or international trade. Items (or item numbers):

CERTIFICATION

By submitting this document, completed as directed above, with a bid, the bidder certifies under penalty of making false declaration (Section 575.060, RsMO) that the information contained in this document is true, correct and complete, and may be relied upon by the State in determining the bidders qualifications under and in compliance with the Missouri Domestic Products Procurement Act.

The bidder's failure to complete and return this document with the bid as directed above will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis pursuant to Section 34.353.3(2), RsMO.

NOTICE

THE MISSOURI DEPARTMENT OF TRANSPORTATION IS INTERESTED IN ASSISTING MISSOURI GOVERNMENTAL ENTITIES, ETC. IN PURCHASING EQUIPMENT, VARIOUS MATERIALS AND SUPPLIES THAT MEET THE MISSOURI DEPARTMENT OF TRANSPORTATION SPECIFICATIONS.

Each bidder is asked to indicate below whether they would be willing to offer **Dual Carbide Tipped Snow Plow Blades** listed in the attached "Request for Bid" for sale to these local political entities at the same bid price offered to this Department.

It is understood the Missouri Department of Transportation will not issue purchase orders, accept delivery nor make payment for these items ordered by any of these agencies. It is further understood the price is based on the **Dual Carbide Tipped Snow Plow Blades** meeting the Missouri Department of Transportation specifications. Any added options, deletions, or extra freight costs would be negotiated between the local agency and the successful vendor.

Indicate below whether your company is willing to offer such cooperative purchasing for Missouri counties, cities or other political entities.

YES _____

NO _____

If the price varies throughout the state on Missouri Department of Transportation bids because of different delivery destinations, please indicate the price f.o.b. your location that would be offered as described.

F.O.B. Location _____

Indicate the deadline date that orders will be accepted. _____

COMPANY NAME _____

ADDRESS _____

PHONE NUMBER _____

SIGNATURE _____

TITLE _____

DATE _____

(Each vendor should complete the appropriate sections of their form and submit with their bid.)



DUAL CARBIDE TIPPED UNDERBODY SNOW PLOW BLADES MGS-01-02B

1.0 DESCRIPTION. This specification covers dual tipped carbide underbody snowplow blades.

2.0 MATERIALS.

2.1 Steel. The blades shall be fabricated from flat hot rolled carbon steel meeting the requirements of either ASTM 576-90b or ASTM 575-89 with the range of Grades SAE 1020 or equal.

2.2 Tungsten Carbide Inserts. The inserts shall be a high shock WC Grade of tungsten carbide.

2.2.1 The inserts shall meet Virgin Tungsten Carbide quality specifications and shall meet the following requirements.

2.2.1.1 Face Insert Characteristics:

Specification	Requirement
Cobalt Content, percent	19.0 – 21.0
Density, g/cm ³ (ASTM B 311)	13.25 - 13.65
Hardness (ASTM B 294, Rockwell A Scale)	83.5 - 85.0
Transverse Rupture Strength, psi, min.	330,000

2.2.1.2 Center Insert Characteristics:

Specification	Requirement
Cobalt Content, percent	10.5 - 12.5
Density, g/cm ³ (ASTM B 311)	14.1 - 14.6
Hardness (ASTM B 294, Rockwell A Scale)	87.5 - 89.0
Transverse Rupture Strength, psi, min.	350,000

2.2.2 The insert shall be rectangular and trapezoid design with the following dimensions for each:

2.2.2.1 Face Insert Dimensions:

Specification	Requirement
Height, inch	0.745 ± 0.005
Width, inch	0.310 ± 0.010
Length, inch, nominal	2

2.2.2.2 Center Insert Dimensions:

Specification	Requirement
Height, inch, long side	0.635 ± 0.005
Width, inch	0.365 ± 0.010
Length, inch, nominal	1
Bottom Angle	25 degrees with a nose radius of 1/16-inch minimum.

2.3 Finished Blades.

2.3.1 Insert Placement. The groove for the carbide inserts shall be milled on the blade edge. The tungsten carbide inserts shall be positioned in the milled area with approximately 0.010-inch space between the inserts the entire length of each cutting edge section. Each of the inserts shall be one-inch nominal length for the center inserts and two-inch nominal length for the face inserts. It may be necessary for some of the inserts to be different than the nominal lengths to make up for the spacing between the inserts. The number of one-inch inserts shall be no less than one or more than three from the number required for one insert per inch of blade length. The number of two-inch inserts shall be no less than one or more than two from the number required for one insert per two inches of blade length.

2.3.2 Brazing. The inserts shall be brazed on all contact surfaces consistent with sound brazing practice with no evidence of voids or use of shims. Brazing shall be of such strength and quality as required to prevent movement or loss of the inserts during use.

2.3.3 Physical Requirements. All blades shall be straight and free from flaws and injurious defects, and shall have workmanlike finish.

2.3.3.1 The finished blade sections shall be free of warpage and longitudinal deviation shall not exceed 1/8 inch in a four-foot or five-foot long blade section or 3/32 inch in a three-foot long blade section. The edge that rests upon the pavement shall be straight and true. The longitudinal warp and the alignment of this edge shall be measured by extending a straight edge from one end of the blade to the other and measuring from the straight edge to the blade at the mid-point of length.

2.3.3.2 The difference between the highest and lowest tip point shall not exceed 1/32 inch on any given blade assembly.

2.3.3.3 Punching shall be 11/16 inch square holes with 1 5/32 inch diameter countersink 3/8 inch deep to receive either 5/8 inch or 3/4 inch diameter plow bolts as required. Location of holes shall be in accordance with AASHTO standards for "heavy-duty" punching. Details, location, and spacing of the holes shall be as shown on the attached drawing for a standard state highway three-, four- or five-foot blade.

2.3.3.4 Moldboards are punched with holes 1/8 inch larger than the blade bolts. Accordingly, blade punching will be of such accuracy, both for the spacing between holes and for the spacing between the end hole and the end of the blade, that the blades will fit the moldboards, thus making the blade sections interchangeable.

2.3.4 The paint used to coat the blades shall be dry prior to shipment and shall not smear or track during handling.

3.0 CERTIFICATION AND ACCEPTANCE.

3.1 Prior to approval and use of any material delivered, the manufacturer shall submit to the State Project Operations Engineer, P.O. Box 270, Jefferson City, Missouri 65102, a certification in triplicate certifying the grade of steel used in fabricating the blade and certifying that the blades supplied conform to all requirements and specifications.

3.1.1 The "Certification Statement" form shown in Section 5.0 is to be used when certifying. The certification shall include or have attached specific results of test performed on the tungsten

carbide inserts for cobalt content, density, hardness and transverse rupture strength and showing the standard test designation of the test specified for each of these properties. The certification shall show the purchase order number, destination, quantity of material represented at each destination and shipping date.

3.2 Acceptance of the blades and carbide tip inserts shall be based on the manufacturer's certification and upon the results of such tests as may be performed on samples of the material. When samples are taken, one complete blade of each length shall be taken to represent the shipment. A shipment will be considered as all blades represented on one certification and shipped on one date, regardless of various destinations. The carbide tip inserts shall be sampled from the blades selected for testing.

3.2.1 If a blade fails to meet any of the specified requirements, two additional blades will be selected for retest from the same quantity represented by that certification. Both of these retest samples must meet all requirements or the entire quantity will be rejected.

3.2.2 If the carbide tip inserts fail to meet any of the specified requirements, two additional samples will be selected either from the original blade sampled or from other blades contained in the same quantity represented by that certification. Both of these retest samples must meet all requirements or the entire quantity will be rejected.

3.2.3 If the blades are rejected, no payment will be made and the cost of blades destroyed during sampling and testing shall be borne by the supplier.

4.0 TEST METHOD MODOT T21 DETERMINATION OF COBALT IN TUNGSTEN CARBIDE INSERTS.

4.1 Scope

4.1.1 This method describes a procedure for determining the percent of Cobalt in Tungsten Carbide Inserts used in Snow Plow Blades, using Atomic Absorption Spectrophotometry.

4.2 Equipment and Reagents

4.2.1 An Atomic Absorption Spectrophotometer.

4.2.2 Hydrofluoric Acid (HF), 48 percent

4.2.3 Nitric Acid (HNO₃), specific gravity 1.42

4.2.4 Hydrochloric Acid (HCl), specific gravity 1.19

4.2.5 Distilled Water

4.3 Preparation of Standards

4.3.1 1000 ppm Cobalt stock solution: This solution can be purchased from a number of sources, or it can be prepared in the laboratory from a suitably pure Cobalt salt.

4.3.2 8.00% Cobalt standard solution: Place approximately 250 mL distilled water into a 1000 mL volumetric flask. Add 10 mL HF, 5 mL HNO₃, and 20 mL HCl. Pipette 20.00 mL of 1000 ppm Cobalt stock solution into the flask and dilute to volume with 1:99 HCl prepared with distilled water. This solution is equivalent to 8.00% cobalt.

4.3.3 16.00% Cobalt standard solution: Place approximately 250 mL distilled water into a 1000 mL volumetric flask. Add 10 mL HF, 5 mL HNO₃, and 20 mL HCl. Pipette 40.00 mL of 1000 ppm Cobalt stock solution into the flask and dilute to volume with 1:99 HCl prepared with distilled water. This solution is equivalent to 16.00% cobalt.

4.3.4 Blank solution: Prepare a blank by the same procedure used to prepare the 16.00% Cobalt standard, omitting the addition of 40.00 mL of Cobalt stock solution.

4.4 Procedure

4.4.1 Crush or grind an insert until approximately 4-5 grams will pass a No. 50 sieve. Weigh, to 0.1 mg, 0.2500 grams of the material passing the No. 50 sieve, and place in a platinum crucible having a volume of 25-35 mL. Add 10 mL of HF and 2 or 3 drops of HNO₃. Cover the crucible immediately and heat gently. Add 2 or 3 drops of HNO₃ each time the reaction subsides, keeping the crucible covered as much as possible. When solution of the sample is complete, remove the cover, rinse it with H₂O, and cool to room temperature. Place approximately 100 mL of distilled H₂O in a 400 mL beaker and quantitatively transfer the solution into the beaker. Rinse the crucible 4-5 times with distilled H₂O, once with 1:99 HCl, and finally with distilled H₂O. Add 20 mL HCl to the contents of the beaker and dilute to approximately 250 mL with distilled H₂O. Cover with a watch glass, boil vigorously about 5 minutes, digest 3 hours at low heat, and let precipitate overnight. Filter on Whatman No. 42 paper into a 1000 mL volumetric flask, washing 10-12 times with hot 1:99 HCl. Cool and dilute to volume with 1:99 HCl. (Note: For inserts with higher concentrations of cobalt, the dilution should be increased to allow for the cobalt concentration to fall within the prepared standard solution range.)

4.4.2 Calibrate the instrument using the blank solution, the 8.00% standard solution and the 16.00% standard solution, then determine the concentration of the sample solution.

4.5 Calculation and Report

4.5.1 The method of calculating the percent Cobalt in the sample will vary with the make and model of instrument used. Report the Cobalt in the sample to the nearest 0.1% as follows:

% Cobalt (Co)

5.0 CERTIFICATION STATEMENT.

CERTIFICATION STATEMENT
DUAL CARBIDE TIPPED UNDERBODY SNOWPLOW BLADES

State Project Operations Engineer
P. O. Box 270
Jefferson City, MO 65102

Dear Sir:

We hereby certify that the dual carbide tipped underbody snowplow blades described below comply with all requirements of Specification MGS-01-02 and in accordance with bid request No. _____.

The following blades manufactured by _____ are covered by this certification.

Purchase Order No.	Destination	Quantity & Size	Shipping Date

Following are results of tests performed on these blades:

Grade of Steel in the Blade: _____

Cobalt Content in Carbide Tip: _____ Test Method: _____

Density of Carbide Tip: _____ Test Method: _____

Hardness of Carbide Tip: _____ Test Method: _____

Transverse Rupture Strength: _____ Test Method: _____

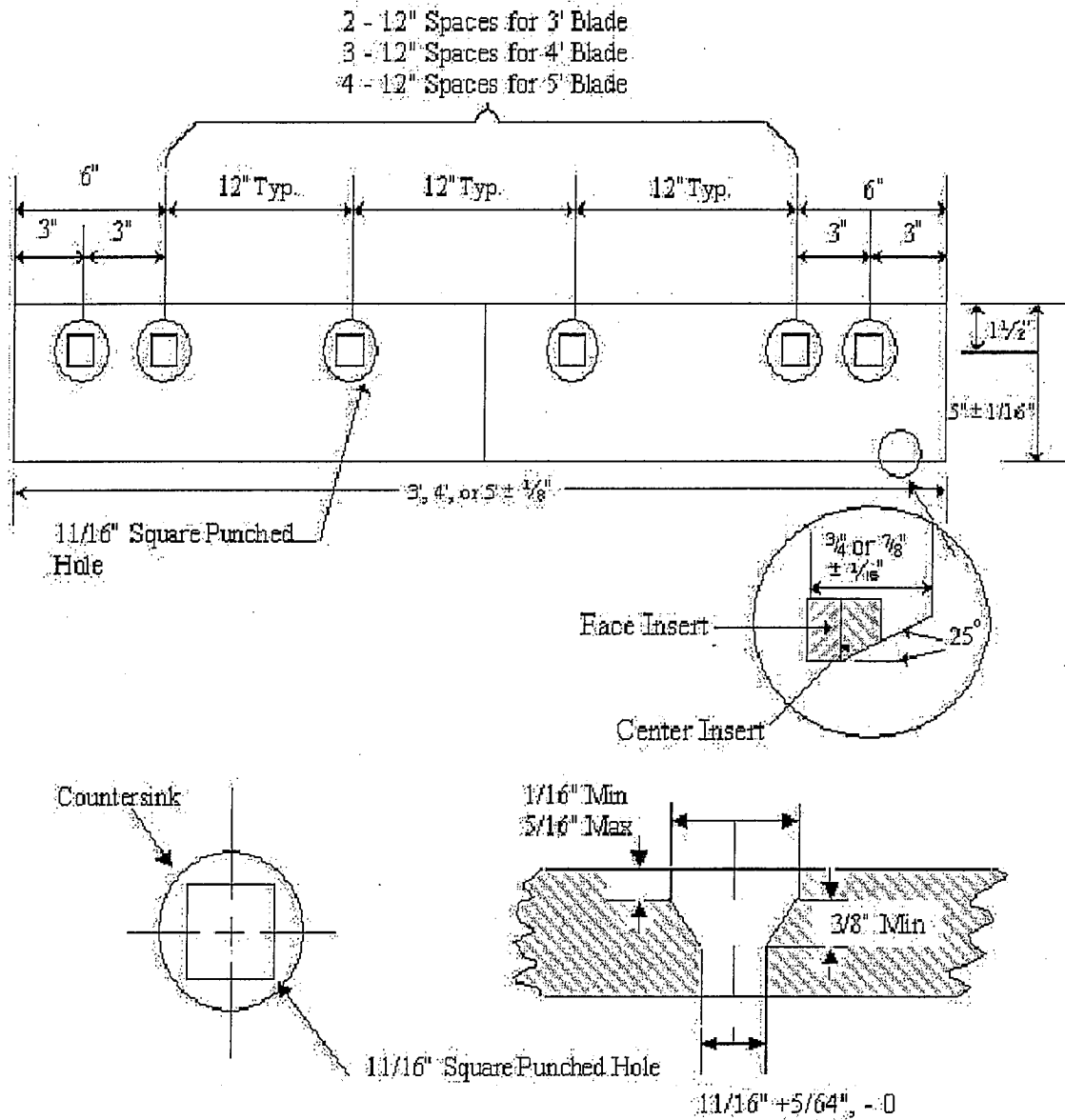
Certified By: _____

Title: _____

Date: _____

Results of tests may be shown on attachments rather than on this form, if preferred.

This form is to be completed, signed, and submitted in triplicate for each shipment, at the same time as blades are shipped. A shipment is defined as all blades represented on one certification and shipped on one date, regardless of various destinations.



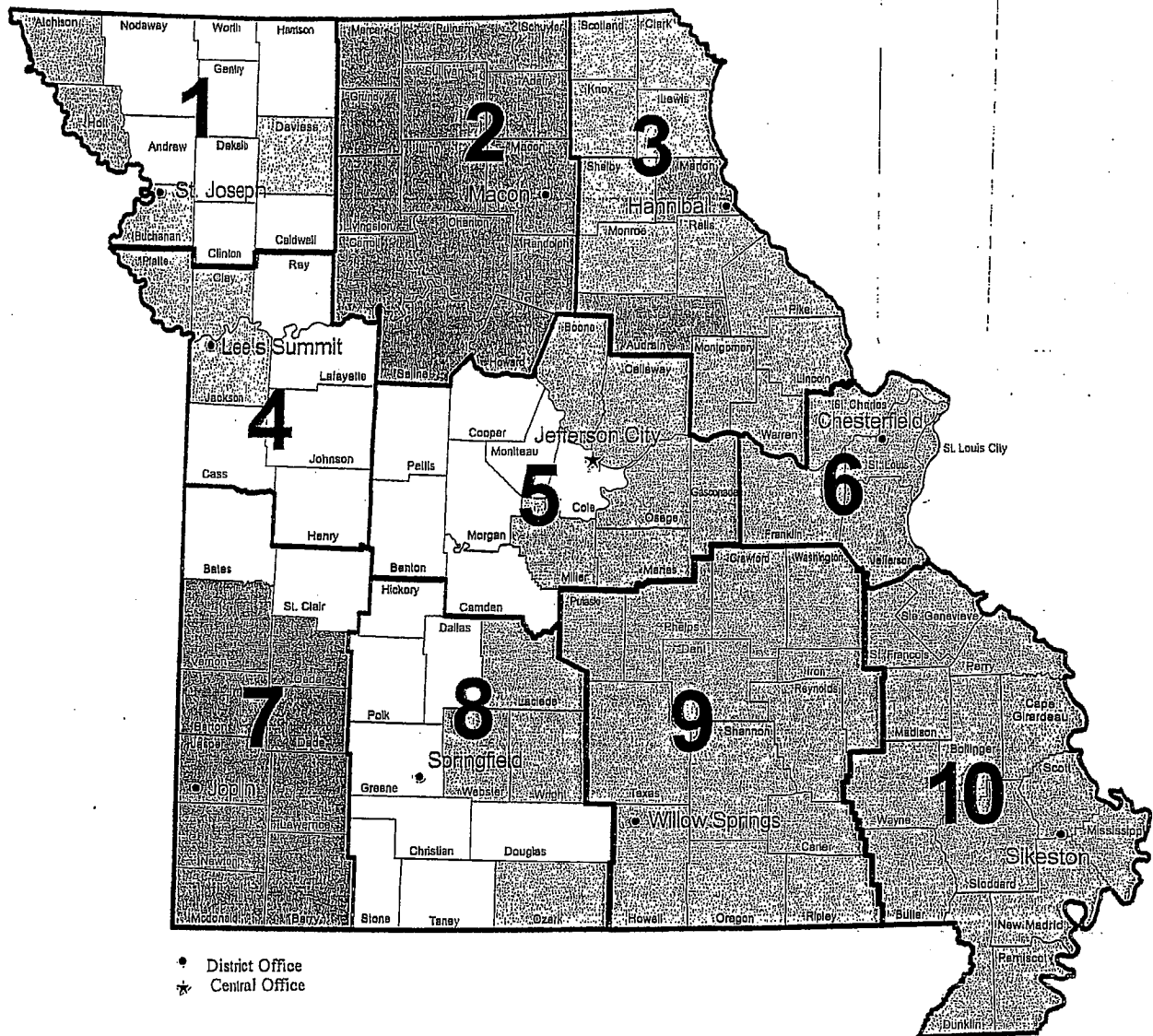
NOTE: This drawing not to scale.

Plan of Dual Carbide Tipped Snowplow Blades

	DISTRICT <u>05</u>	
	Location <u>Jefferson City</u>	
Commodity Code	Description	Quantity Each
	3/4"	
7600610145	BLADE, DUAL CARBIDE TIPPED UNDERBODY 3/4" X 5" X 3'	23
7600610149	BLADE, DUAL CARBIDE TIPPED UNDERBODY 3/4" X 5" X 4'	64
7600610161	BLADE, DUAL CARBIDE TIPPED UNDERBODY 3/4" X 5" X 5'	8

Missouri Department of Transportation

District Outline Map



• District Office
★ Central Office

COUNTY	DIST.	COUNTY	DIST.	COUNTY	DIST.	COUNTY	DIST.	COUNTY	DIST.	COUNTY	DIST.
Adair.....	2	Cedar.....	7	Greene.....	8	Linn.....	2	Ozark.....	8	St. Louis.....	6
Andrew.....	1	Chariton.....	2	Grundy.....	2	Livingston.....	2	Pemiscot.....	10	Saline.....	2
Atchison.....	1	Christian.....	8	Harrison.....	1	McDonald.....	7	Perry.....	10	Schuyler.....	2
Audrain.....	3	Clark.....	3	Henry.....	4	Macon.....	2	Pettis.....	5	Scotland.....	3
Barry.....	7	Clay.....	4	Hickory.....	8	Madison.....	10	Phelps.....	9	Scott.....	10
Barton.....	7	Clinton.....	1	Holt.....	1	Marion.....	3	Pike.....	3	Shannon.....	9
Bates.....	7	Cole.....	5	Howard.....	2	Marion.....	3	Platte.....	4	Shelby.....	3
Benton.....	5	Cooper.....	5	Howell.....	9	Mercer.....	2	Polk.....	8	Stoddard.....	10
Bollinger.....	10	Crawford.....	9	Iron.....	9	Miller.....	5	Pulaski.....	9	Stone.....	8
Bonne.....	5	Dade.....	7	Jackson.....	4	Mississippi.....	10	Putnam.....	2	Sullivan.....	2
Buchanan.....	1	Dallas.....	8	Jasper.....	7	Moniteau.....	5	Rolls.....	3	Taney.....	8
Butler.....	10	Daviess.....	1	Jefferson.....	6	Monroe.....	3	Randolph.....	2	Texas.....	9
Caldwell.....	1	Dekalb.....	1	Johnson.....	4	Montgomery.....	3	Ray.....	4	Vernon.....	7
Callaway.....	5	Dent.....	9	Knox.....	3	Morgan.....	5	Reynolds.....	9	Warren.....	3
Camden.....	5	Douglas.....	8	Laclede.....	3	New Madrid.....	10	Ripley.....	9	Washington.....	9
Cape Girardeau.....	10	Dunklin.....	10	Lafayette.....	4	Newton.....	7	St. Charles.....	6	Wayne.....	10
Carroll.....	2	Franklin.....	6	Lawrence.....	7	Nodaway.....	1	St. Clair.....	7	Webster.....	8
Carter.....	9	Gasconade.....	5	Lewis.....	3	Oregon.....	9	St. Francois.....	10	Worth.....	1
Cass.....	4	Gentry.....	1	Lincoln.....	3	Osage.....	5	Ste. Genevieve.....	10	Wright.....	8

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

STANDARD SOLICITATION PROVISIONS

- a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Offeror and must be adhered to. If time varies on different items, the Bidder/Offeror shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Offeror will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. **For bids/proposals of \$25,000 or more**, no bids/proposals by telephone, telegram or telefax will be accepted. If provided, these bids/proposals should be returned in the MoDOT solicitation return envelope.
- g. If a solicitation return envelope is provided by MoDOT, the bid/quote/proposal should be returned in the envelope provided with the Bid/RFQ/RFI Request Number plainly indicated thereon.
- h. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

GENERAL TERMS AND CONDITIONS

General Performance

- a. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

Deliveries

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.
- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

Nondiscrimination

- a. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
 - 1) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a bid/quote/proposal, the Bidder/Offeror agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order or post-award contract.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

Subcontracting

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.
- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

Invoicing and Payment

- a. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Federal Excise Tax Exemption Certificate will be furnished to the successful Bidder/Offor upon request.
- b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.
- e. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
 - 1) Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.
- d. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

Preferences

- a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
 - 1) If attached, the document entitled **"PREFERENCE IN PURCHASING PRODUCTS"** should be completed and returned with the solicitation documents.
 - 2) If attached, the document entitled **"MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT"** should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.**
- c. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

Remedies and Rights

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.
- c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

Cancellation of Contract

- a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

Bankruptcy or Insolvency

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

Inventions, Patents, and Copyrights

- a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

Inspection and Acceptance

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

Warranty

- a. The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by MoDOT, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

Status of Independent Contractor

- a. The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

Indemnification

- a. The Offeror shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Offeror's performance of its obligations under this Agreement.

SPECIAL TERMS AND CONDITIONS

Insurance

- a. The Contractor shall purchase and maintain such insurance as will protect him from claims under workmen's compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's operations under this Contract, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them.
- b. This insurance shall be written for not less than any limits of liability specified as part of this contract, or required by law, whichever is the greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under this contract. Unless otherwise specified, insurance limits shall be as follows:
 - 1) Workmen's Compensation: Workers Compensation Insurance, including "Occupational Disease Act" requirements, must be maintained if required by law.
 - 2) Public Liability (includes property damage and personal injury):
 - i. Not less than \$400,000 for any one person in a single accident or occurrence.
 - ii. Not less than \$2,500,000 for all claims arising out of a single occurrence.

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

Permits, Licenses and Safety Issues

- a. The contract price shall include any necessary permits and licenses required by law incidental to the work. Local ordinances requiring building permits are not applicable to state agencies.
- b. The Contractor will comply with local laws involving safety in the prosecution of the work.

Award

- b. Award of this bid/quote/proposal will be made on an "All Or Nothing" basis using the "lowest and best" principle of award.

Failure to Execute Contract

- a. Failure to execute the contract and file acceptable performance payment (Contract Bond) or cashier's check, bank money order or certified check within **15 days** after the contract has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and performed under contract or otherwise, as the Commission may decide. No contract shall be considered effective until it has been executed by all parties thereto.

Notice to Proceed

- a. Within **30 days** after the execution of the contract, a "**Notice to Proceed**" will be issued by the Department. A purchase order will be attached to the "Notice to Proceed," which will specify the date or dates that the Contractor can start delivery, roadway or stockpile delivery and will also include the completion dates. These dates will be in accordance with the dates shown in the proposal.

Increase or Decrease Quantities

- a. The Highways and Transportation Commission reserves the right to increase or decrease the quantity of material twenty-five percent (25%), subject to the maximum quantity specified by the bidder in his proposal.
- b. The quantity finally ordered by the Commission will be furnished by the bidder at the same unit price per ton.

Basis of Measurement for Payment

- a. For truck delivery, the quantities for basis of payment are to be determined as provided in **Section 310.4 of the Missouri Standard Specifications for Highway Construction, Edition of 2004**, and any revisions thereto.
 - 1) Measurement will be to the nearest **100 lbs.** for each load when the measurement is by weight.
 - 2) Moisture tests will be rounded off to the nearest **0.5 percent** for purposes of computing the deduction for excess moisture.

Temporary Suspension of Work

- a. The **District Engineer** shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the engineer, the work may be done at a later time with advantage to the Department or for failure on the part of the Contractor to comply with any of the provisions of the Contract.
- b. If the Department suspends the work for its own advantages and not because of the Contractor's failure to comply with the Contract, the Contractor will be allowed an equal number of calendar days after the completion date for the completion of the work. The Department may at its discretion give the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control.
- c. Normal rainfall is not considered a cause qualifying for an extension of time. Claim for extension of time for all causes must be submitted by the Contractor in writing within **30 Days** after the claimed cause for the delay has ceased to exist.

Cancellation of Contract

- a. If the Contractor/supplier fails to carry out the performance of the work with sufficient workmen and equipment to insure the completion of the delivery within the time specified or becomes insolvent or is adjudicated a bankrupt or commits any act of bankruptcy or insolvency or allows any final judgment to stand against him for a period of ten (10) days, the Missouri Department of Transportation may give notice in writing by registered mail to the Contractor/supplier and the surety of such delay, neglect or default.
- b. If, within ten (10) days after such notice the Contractor/supplier does not proceed to remedy to the satisfaction of the Department's representatives the faults specified in said notice, or the surety does not proceed to take over the deliveries, the Department shall have full power and authority, without impairing the obligation of the Contractor/supplier under the contract or the surety under the bond, to take over the completion of the work and arrange for the shipment of any materials necessary to complete the work and the Contractor/supplier and the surety will be responsible for any additional costs incurred by the Department in obtaining the completion of the deliveries.

Liquidated Damages

- a. In the event the successful Contractor fails to deliver the material within the time specified, the Department and the public will sustain damages because of such delay in delivery, the exact extent of which would be difficult to ascertain, and in order to liquidate such damage in advance it is agreed that the **sum of one-hundred dollars (\$100.00) per day, per item**, for each assessable calendar day on which the delivery has not been completed, is reasonable and the best estimate which the parties can arrive at as liquidated damages, and it is therefore agreed that said amount will be withheld from payments due the Contractor or otherwise collected from the Contractor as liquidated damages.
- b. **Saturdays, Sundays, holidays and days whereas the Department has suspended work shall not be assessable days.**

Environmental Issues

- a. Attention of the bidder is invited to the **Land Reclamation Act, Chapter 444, Laws of 1971, (House Bill 519)** and the necessity for compliance if applicable.

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

- b. The Contractor shall take necessary precautions and shall schedule and conduct his operations so as to avoid or minimize siltation of streams while removing gravel there from.
- c. The material to be supplied under the contract will comply with the quality and gradation requirements of the **Missouri Standard Specifications for Highway Construction, Edition of 2004**, and any revisions thereto, unless modified by these specifications.